

MORTGAGE RECORD T
SKAMANIA COUNTY, WASHINGTON

359

JOHNSON-COX COMPANY, PRINTERS, TACOMA — 42858

This mortgage is given to secure the payment of \$2000.00 with interest thereon at the rate of 8 per cent per annum, principal and interest payable according to the terms of one certain promissory note, dated and due as follows:

\$2000.00 dated Sept. 18th, 1934, Due on or before January 1st, 1938.

And the said first parties covenant and agree to pay said note and interest according to the terms thereof and all taxes that are now, or may hereafter be assessed against said premises and against this Mortgage; and these presents shall be void if such payment be made. But in case default be made in the payment of said principal, or interest, or in any part of either, as in said note provided, or in payment of said taxes, or in any part thereof, then the said party of the second part, its successors or assigns, is hereby empowered to sell the premises above described, with all and every one of the appurtenances, or any part thereof, in the manner prescribed by law; and out of the money arising from said sale to retain the whole of said principal and interest, whether the same shall then be due or not, together with the costs and charges of making such sale, including a reasonable amount of attorney's fees, and the cost of preparing an abstract of title to the above described real property if an abstract of title thereto has not been furnished the second party upon delivery of this mortgage, and if such abstract has been so delivered to the second party, then the cost of extending such abstract to date; and the overplus, if any there be, shall be paid by the party making such sale, upon demand, to the parties of the first part, their heirs or assigns.

It is expressly agreed that in case of suit or action to foreclose this mortgage the holder of this mortgage may have a receiver appointed to take possession of the above described real property pending such action and during the period of redemption after sale of such property, and the rents, issues, profits and crops from said real property during such receivership shall be applied to the costs of such receivership, and the balance to the payment of any deficiency judgment entered in such action and to the payment of any taxes due and unpaid levied against this mortgage and against the above described real property, and should the rents, issues and income from such real property during such receivership not be sufficient to pay the costs of such receivership and the costs of maintenance and operation of said real property, then, and in that event, the holder of this mortgage shall be entitled to have judgment against the first part for such deficiency which shall be a lien against said real property and shall be paid as a part of the charges required to be paid in order to redeem such real property from such sale.

And said first parties as an essential part of this mortgage, hereby agree to insure and to keep insured, the buildings located upon said premises, in some reputable insurance company authorized to do business in the State of Washington, the sum of \$2000.00 loss if any, payable to said second party, as its interest may appear.

And it is expressly agreed, and said first parties hereby consent, that in case of foreclosure and sale of said property thereunder, and the application of the proceeds of said sale, properly applicable, to the satisfaction of the sum due upon said note hereby secured, including interest, attorney's fees, and reasonable abstracting charges, costs and all taxes that may be assessed against said property, there remain any part unsatisfied, that deficiency judgment for such amount remaining unsatisfied, may be entered against the parties of the first part.

The foregoing covenants being performed this conveyance shall be void; otherwise to be and remain in full force and effect.

In Witness Whereof, we have hereunto set our hands and seals this 20th day of September, 1934.